

AGREEMENT

by and between

AEG MANAGEMENT BROOKLYN, LLC

and

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES,  
MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS  
OF THE UNITED STATES, ITS TERRITORIES AND CANADA

This Agreement, made this \_\_\_\_\_ day of December, 2021, by and between AEG Management Brooklyn, LLC (hereinafter referred to as "Employer") and International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada (hereinafter referred to as the "Union") for itself and on behalf of the members

## **ARTICLE I**

### **RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining agent for all employees engaged for all entertainment, theatrical events, trade and industrial shows, conventions, television and video tape, meetings, sports, competitions and exhibitions, production (including "Load In", Performance, Rehearsals and "Load Out") of all entertainment and theatrical events, as well as for corporate events.

- a. Stagehands: Employees engaged with the regular event operation including the movement into, out of, and within the facilities of all scenery, rigging work related to curtains and the installation and removal of all non-permanent curtains and other work in connection to curtains as directed by the employer, stage properties, electrical effects, spotlights, sound accessories, video tape equipment, audio visual projection equipment for arena and similar events, laser and pyrotechnics operations, stage carpentry, rigging, auto-fly and hydraulic/mechanical effects operations, stage-related computer operations, stage curtains, legs and border, projection screens, projection screen masking, arena staging, platforms, any and all arena risers, arena portable stages, and production-related scaffolding.

Bargaining unit work does not extend to the Barclays Center ("Arena") operational activities involved in preparing the Arena to receive an event, converting the Arena set-up from one event to another, meeting room usages, arena maintenance work, or any Truck Loading and Un-Loading.

The hanging of banners or drapes for a flat show, the operation of automatic equipment such as the opening and closing of curtains, the use of small portable screens, projector and sound equipment for non-arena floor events, professional draft procedure or minor speaking engagements shall not require a Union employee be called for that purpose as long as no rigging is involved.

Bargaining unit work does not extend to the technical positions associated with the in-house video display on the scoreboard.

The Union will not have jurisdiction over the Arena's basic house sound equipment. AEG will provide IATSE with an inventory of the current equipment. It is understood that the current equipment can be replaced in the future, and that to the extent there is any significant increase in the amount of house equipment, AEG and IATSE will discuss the matter further.

Builds for portable seating (rental non-house equipment) for viewing of arena bowl non-sporting events will be within the Union's jurisdiction. All other work on portable seating, including the setting up and closing of retractable seating relating to sporting events is not within Local 4's jurisdiction.

The Union will have jurisdiction going forward for installation of the Brooklyn Nets playoff light package. As with all other calls, management will determine the appropriate staffing level. Local 3, International Brotherhood of Electrical Workers will retain jurisdiction with respect to the power connections.

The Union will not have jurisdiction over any work performed of any kind in the Arena club currently known as the Crown Club.

The parties recognize that members of a road crew regularly traveling with an attraction may perform their normal functions for that attraction. However, the parties agree that while any work (*except for* light programming work, office work, and Disney on Ice practices (to the extent such practices do not require theatrical elements)) is being performed by road crew personnel a minimum crew of four (4) department heads must be maintained.

- b. Wardrobe: When staff is needed in addition to its crew by a production or by the Employer, employees engaged to perform duties including, but not limited to: making, re-modeling, repairing, altering, fitting, maintaining, cleaning, dyeing, pressing, sorting, handling, distributing, hanging, unpacking, re-packing, transporting (within the confines of the Employer's premises and/or locations) and the general supervision of all items of costumes, wardrobe and costume-wardrobe accessories and costume-wardrobe props and assisting in the dressing of and making changes for performances. Removal and/or distributing costumes from dressing rooms and change areas shall be performed exclusively by Wardrobe personnel and the production's own wardrobe staff. The work jurisdiction shall also include any other duties incidental to, or necessary for, the performance of the foregoing, as well as any duties associated with the control, disposition, and organization of costumes and wardrobe for their efficient and artistic utilization. Wardrobe shall be defined as all items of clothing and their accessories, whether personal, purchased or hired, worn in connection with a production. The



Employer agrees to notify non-theatrical users of the venue of the availability of workers covered under this paragraph.

- c. Make-up Artists/Hair Stylists: When staff is needed in addition to its crew by a production or by the Employer, employees engaged to prepare, style, mix or apply all facial, body and hair cosmetics, and head, body and facial wigs, hairpieces, transformations, and prosthetic work. The application, removal, cleaning, blocking setting, perming, maintaining and repair of wigs. Female and male hair styling, cutting and/or coloring. The Employer agrees to notify non-theatrical users of the venue of the availability of workers covered under this paragraph.
- d. Scenic Artists: When staff is needed in addition to its crew by a production or by the Employer, employees engaged to perform all the traditional methods and techniques of the craft of scenic art including but not limited to the preparation and application of all manner and type of paint, dye, stain and color by any and all means; the preparation and application of painted and three dimensional texture; the preparation and application of all manner and type of wall coverings, including paper, cloth, vinyl and other synthetic materials; the carving and sculpture of fully three-dimensional and bas relief objects and architectural detail; the cutting, pasting, and application of appliques to scenery and scenic properties; the lay-out and production of lettering, signs and sign-writing on scenery and scenic properties; and the cleaning and maintenance of the tools and work spaces used by the scenic artists. The Employer agrees to notify non-theatrical users of the venue of the availability of workers covered under this paragraph.
- e. Coordinators, Box Office Leads, Ticket Sellers and Per Diem Ticket Sellers: Employees engaged as Coordinators, Box Office Leads, Ticket Sellers and Per Diem Ticket Sellers shall handle all work in connection with the box office and of a ticket selling nature, including but not limited to, inventory and event creation and inventory and event management, including the handling of all holds and allocations and the statusing and releasing of tickets for sale via box office, telephone, group sales, digital, mail, e-mail, Internet or by any other means, wherever and whenever tickets are sold for admission to events owned and/or controlled by Employer and in any other ticket sale controlled by Employer.

The Union shall have exclusive jurisdiction over the work described above, except that notwithstanding the above, the Employer may engage up to four (4) managerial employees (currently designated as the Director, Assistant Director, Manager, and Assistant Manager) who may perform any work described as being within the jurisdiction of the Union.

All work within the ticket window (including but not limited to the main box office windows, and the Atlantic Avenue and Dean Street box offices) on the day of any event



is the exclusive jurisdiction of the Union. Except in the case of an emergency, and for a limited period of time not to exceed one event, managerial employees shall never staff a ticket window or otherwise perform ticket seller duties.

Further, nothing herein shall preclude the Employer or any other entity from selling tickets via the Internet, telephone, through Ticketmaster or any other remote locations not controlled by the Employer, and at TKTS or other similar discount ticket locations. The sale of tickets at other remote locations cannot directly displace Union-represented full time box office employees

It is further acknowledged that the Brooklyn Nets or any other home team may have customer-service representatives addressing ticketing issues for existing season-ticket holders at the box office at two specifically-designated windows.

The minimum staff when the Box Office is open will be one Box Office Lead and one Ticket Seller.

- f. VIP Associates: Employees engaged to assist patrons in the entrance area to The Vault, The Vault, VIP Access elevators and as needed in any and all other areas as directed by the Employer.
- g. Nothing in this Agreement shall be deemed or shall operate to prevent road crew traveling with an event from performing their duties.
- h. If an event outside the arena floor requires only minimal duties to be performed by any of the employees covered in paragraphs a, b, c, or d of this Article such as an unplanned task which requires less than an hour of labor, the set up and operation of equipment that requires two or fewer employees, or only intermittent work a Union represented employee need not be called.
- i. Audio Video Technicians: Audio Video Technicians shall unpack, wire, lens, tweak and breakdown all projectors, run all cables to the projectors including signal cables and electric cables, position all projectors, and assist in the hanging of all projectors, build all projection screens, assist in the assembling of Video Village, wiring of all equipment, assist in the building and breakdown of LED walls, wiring for the video walls, assist in the building of all cameras and run CCU cables, assist in the unpacking, building, installation and breakdown of all show monitors and TVs in the inner and outer bowl, and building, breakdown and operation of all video equipment. The Union acknowledges and agrees that the Employer may staff Local 4 and/or Local 306 employees for such work, in the discretion of the Employer.

## **ARTICLE II**

### **UNION SECURITY**

- a. As a condition of continued employment all employees covered under this Agreement shall be required to become and remain members of the Union, to the extent of tendering the periodic dues, assessments and initiation fees routinely required as a condition of obtaining and retaining membership, on or after the thirtieth (30th) day of their employment or the execution of this Agreement. The failure of an employee to so tender the required dues and initiation fees and to maintain membership in good standing thereafter shall obligate the Employer to discharge such employee within ten (10) days of written demand from the Union for such discharge, such demand to set forth specifically the ground thereof, and if the ground be failure to satisfy their financial obligation to the Union, then the amount thereof and whether such amount represents dues, assessments or initiation fees.
- b. The Employer agrees to deduct each pay period from the earned wages of all employees and to remit to the designated representative of the Union the Union's referral assessments as stated in each of the Local Appendices. Such referral assessments will be remitted for employees who individually and voluntarily certify in writing at any time during the life of this Agreement on the Union's official Check-Off Authorization Form (a copy of which is attached as an addendum to this Agreement) that they authorize such deduction. The withholding shall commence with the first full pay period following the receipt of an employee's authorization form. The Union shall provide its members with the necessary deduction authorization form. If the Union's referral assessment percentage should change, the Union shall notify the Employer in writing.
- c. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, penalties or other forms of liability, including court costs and attorney's fees that arise out of this Article or result from the making of the wage deduction herein provided for. The Union assumes full responsibility for the handling and disposition of any funds deducted once such deducted funds are transmitted to the Union.
- d. The foregoing shall be subject to and limited by applicable law and to the extent that any applicable law does not permit the form of union security herein provided, then and in that event, this Agreement shall be deemed to provide for the maximum form of union security permitted by said law.

### **ARTICLE III**

#### **MANAGEMENT RIGHTS**

- a. Except as limited by an express provision of this Agreement, the Employer shall retain all of its inherent management rights, including its right to manage and control its business and to assign and direct the work force; to determine the methods, processes and schedules of work; to hire, assign, transfer or lay off employees; to discipline, suspend



and discharge employees subject to the provisions of Article XIII; to establish reasonable rules and regulations for the conduct of employees and to provide for the enforcement thereof; to introduce and install new equipment and technologies and to remove equipment, at its sole discretion, regardless of the nature and type; to control and regulate the use of equipment and other property; to determine when work is required and the number of employees to perform the work; and, to increase or decrease operations in whole or in part (subject to two (2) weeks' notice to the Union for significant changes), and to discontinue its operations.

- b. The Employer agrees that if at any time during the term of this Agreement it sells, leases, transfers, or otherwise disposes of its businesses, it will require the successor or assignee to assume and agree to be governed by all the rights and obligations of this Agreement.
- c. AEG will appoint supervisory personnel (e.g., foremen and heads) from among bargaining unit personnel at the Arena after consultation with Local 4. In selecting its supervisory personnel, AEG shall make a selection from among applicants from the bargaining unit submitted by Local 4.

#### **ARTICLE IV**

##### **HIRING**

- a. The Employer shall place all calls for stagehands, wardrobe, make-up/hair stylists, audio/visual technicians, and scenic artists with the Union(s) at least seventy-two hours prior to the work for calls requiring up to twenty-five employees. For calls over twenty-five employees, the Employer will make its best effort to give the Local at least one week's notice. At least one Union-represented employee must be employed in a craft (including wardrobe, make-up and hair, audio/visual technicians, and scenic art) whenever work in that craft cannot be performed by people employed by and traveling directly with the event.
- b. The Union agrees to furnish competent employees to perform work as required by the Employer under the provisions of this Agreement.
- c. If a call is canceled, twenty four (24) hours or more notice of the cancellation is required or employees will be paid the minimum call at applicable Rates.
- d. The Employer will comply with the departmental and staffing requirements of all "Yellow Card" shows.
- e. Without limitation to the last sentence of this paragraph "e", the minimum call for audio visual technicians when video projectors are utilized for an event shall be one (1) Department Head on all calls. For any such load-in/load-out call utilizing more than one (1) projector one (1) additional audio visual technician shall be employed for the first three (3) such additional projectors and then every two (2) additional projectors thereafter, up to a total of eight (8) projectors (e.g., (i) one (1) Department Head for one



(1) projector, (ii) one (1) Department Head and one (1) technician for two (2), three (3), or four (4) projectors, (iii) one (1) Department Head and two (2) technicians for five (5) or six (6) projectors, etc.); after eight (8) projectors one (1) additional audio visual technician shall be employed for every four (4) projectors. All such employees shall work as directed as part of the stage crew. If the video projectors will be operated by local (not road) crew, then Local 306 operators shall be engaged for such work on the performance call.

- f. The Employer shall notify Local 306 of the hiring of VIP Associates within two (2) weeks of their initial date of hire. Such notice shall include the employee's name, address, social security number, and job classification.
- g. The Head Usher must maintain an exemplary job performance in accordance with the Employer-provided job description. The Employer retains the right to selection the Head Usher in the future.

## **ARTICLE V**

### **HOURS OF WORK**

- a. The workweek will commence at 12:01 am Monday and conclude at Midnight Sunday.
- b. The minimum calls for employees engaged in the stagehand, wardrobe, make-up artist/hair stylist, audio/visual technicians, scenic artist and VIP Associate categories shall be as follows:
  - Work Call: 4 hours
  - Load In: 8 hours
  - Performance: 4 hours
  - Load Out: 6 hours
  - Load Out for employees working  
Performance immediately preceding Load Out: 4 hours
- c. Employees referred to in Article I, paragraphs b, c and d will receive a flat fee of \$75.00 for packing during a performance. For the load out they will receive the overtime rate of time and one half for all hours worked.
- d. The minimum calls for employees engaged in the treasurers and ticket seller category shall be as follows:
  - Full time employees will be guaranteed a minimum of forty (40) hours per week over five days with two consecutive days off.

- Per Diem employees will receive a minimum call of four (4) hours.
- e. Hours worked in excess of the minimum shall be paid in one (1) hour increments with a four (4) minute grace period.
- f. When there is “VIP” attendance at a sound check (paid or unpaid), work performed by the bargaining unit during that time shall not be part of the performance call.
- g. Commercial Filming: When the Arena is used for the purpose of filming, audio and/or video recording, telecasting, and/or streaming for commercial end use, and not in connection with a ticketed event (“Commercial Filming”), all employees employed in connection with such Commercial Filming shall be subject only to an eight (8) hour or ten (10) hour minimum work call, whichever is consistent with the minimum call for the production crew call, if there is load-in and load-out for such Commercial Filming. This paragraph shall be without limitation to Articles V(b) (i.e., with respect to the 4 hour Work Call) and XXII.

Meal periods will be consistent with the production contract without limitation to the first sentence of Article VIII(a), and notwithstanding the second sentence of Article VIII(a).

- h. Outside-the-Bowl Work: When there is an event inside of the Arena bowl, and a stagehand employee is employed for a task outside of the Arena bowl (e.g., a concourse activation build, etc.), and the Employer segregates such employee from the event crew inside the bowl, (x) such employee shall be subject only to an eight (8) hour minimum work call if such task involves load-in and load-out only of a sponsorship activation on the Arena concourse and (y) the Union shall not unreasonably deny a request that such employee shall be subject only to an eight (8) hour minimum work call for any other such task involving load-in and load-out. For the purposes of this paragraph, the Arena space currently known as the “Honda Club” (and any successor area thereat) shall be deemed outside of the Arena bowl. This paragraph shall be without limitation to Articles I(h) and V(b) (i.e., with respect to the 4 hour Work Call).
- i. Private Events: For non-ticketed Arena events not open to the public and that occur outside of the Arena bowl, when there is no concurrent event inside the Arena bowl, (x) employees employed for any such event shall be subject only to an eight (8) hour minimum work call if such event involves load in and load-out jointly anticipated to last approximately eight (8) consecutive hours or less and (y) the Union shall not unreasonably deny a request that employees employed for any such event shall be subject only to an eight (8) hour minimum work call if such event involves load-in and load-out jointly anticipated to last more than approximately eight (8) consecutive hours. For the purposes of this paragraph, the Arena space currently known as the “Honda Club” (and

any successor space thereat) shall be deemed outside of the Arena bowl. This paragraph shall be without limitation to Articles I(h) and V(b) (i.e., with respect to the 4 hour Work Call).

- j. Applicable to Commercial Filming, Outside-the-Bowl Events, and Private Events (i.e., addressed, respectively, in Articles V(g), V(h), and V(i) above): the Employer and the Union shall meet and confer for the purposes of agreeing on staffing, provided, that staffing levels shall be consistent with the past practice on similar or equivalent events. Minimum staffing for Stagehands shall require at least one Department Head for each Department active for the event including Carpentry, Props, Electrics, Audio, and Rigging.

In the event Audio Visual, Wardrobe, Make-Up Artists/Hair Stylists, and/or Scenic Artists are required for such events the minimum staffing shall require at least one Department Head for each Department.

## **ARTICLE VI** **RATES OF PAY**

Rates of pay for all employees are contained in Appendix A.

## **ARTICLE VII**

- a. **OVERTIME:** Time and one half the basic hourly rate will be paid under the following circumstances:
  - All non-performance hours worked in excess of eight (8) hours in a day.
  - After the first forty (40) hours in a work week, including all straight time hours, hours worked on Holidays, hours worked on Seventh Days, Midnight to 8:00 am hours, and Short Turnaround hours, all worked hours in excess of forty (40) in a week are paid at time and one-half.
  - All hours worked on performances in excess of two per day.
  - All hours worked between Midnight and 8:00 am.
  - All hours worked on a Sunday on non-sports events.
- b. Double the basic hourly rate will be paid under the following circumstances:
  - All hours worked on the seventh (7<sup>th</sup>) consecutive day.
  - All hours worked in excess of sixteen (16) per day.



- c. Turnaround: Employees will receive a rest period of eight (8) hours from the conclusion of one day's work before the commencement of the next day's work. If employees are called before such rest, they shall receive one and one-half (1½) times their applicable basic hourly rate for all hours worked until they receive such rest.
- d. For stagehands, only those hours actually worked are counted towards overtime and only those hours actually worked are paid at overtime.
- e. A representative of the Employer and a representative of the Union may jointly at any time determine if and when it is necessary to replace an employee on a call due to fatigue. This decision shall not be made in order to avoid the payment of overtime.
- f. There shall be no pyramiding of overtime.

## **ARTICLE VIII**

### **MEAL PERIODS AND BREAKS**

- a. Meal Periods. For employees referred to in Article I, paragraph a, b, c and d, if a call exceeds five (5) hours, the Employer has discretion to provide either a one (1) hour unpaid meal period or, if the Employer provides a meal, a one-half (½) hour paid meal period. The meal period whether paid or unpaid must begin no earlier than the end of the third hour and no later than the end of the fifth hour from the report time. If a timely meal period is not given, then the employees will receive, in addition to their prevailing rate, one half hour of their applicable basic hourly rate until the meal period is given. For purposes of triggering the penalty provision of this section, the hours worked on a load-out shall not be combined with the hours worked on a performance.
- b. Employees referred to in Article I, paragraph e and f will receive either a one hour unpaid meal break or a half hour paid meal break for all calls in excess of six (6) hours.
- c. Breaks. Within every four (4) hours of work, the Employer will give a fifteen (15) minute paid break to the Employees. Not all Employees working must be broken simultaneously. A head must take a required and directed meal break even if stagehands continue to work, provided that if the head is required to return to work during the meal break, a meal penalty will be due in accordance with paragraph (a) above.
- d. If an Employee is called back to work after a one (1) hour unpaid meal-break, they shall be guaranteed a minimum of two (2) hours of pay. This provision shall not apply if a meal is provided during paid time.

## **ARTICLE IX**

## FRINGE BENEFITS

- a. Subject to the Sick Leave Percentage deduction described in Article XXIV(d) below, the Employer agrees to contribute to the following funds on behalf of employees covered hereunder a total amount of 33% of gross payroll. These total amounts shall be distributed among health, retirement and training funds per each individual local as follows:

(i) For employees represented by IATSE Local 4:

IATSE National Health Fund: \$72.50, but \$75.50 effective 1/1/22, and \$78.50 effective 1/1/23.

- IATSE National Health Fund: the Employer will be obligated to make contributions in the applicable amount set forth directly above per employee per day on which such employee has a call of six (6) hours or longer. No more than one (1) such contribution may be made per day per employee. The contribution for one (1) or more calls of under six (6) hours in a work week for an employee shall be as follows:

<u># Calls</u>	<u>Number of Contribution Days Credited</u>
1	0 days
2	1 day
3	2 days
4	2 days
5	3 days
6	3 days
7	4 days
8	4 days

Local 4 Pension: 9%

Local 4 Annuity 10.5%

Local 4 CDC .5%

(ii) For VIP Associate employees represented by IATSE Local 306:

C&R Consulting Fund: 12%

IATSE Pension Fund:

1 event p/d \$4.00

2 events p/d \$8.00

3 events p/d                \$12.00  
IATSE Annuity Fund:        10.5%  
IATSE Training Trust:        .5%

(iii)    For audio/visual technician employees represented by IATSE Local 306:

IATSE National Health Plan C: 13%  
IATSE Annuity Fund            19.5%  
IATSE Training Trust:          .5%

(iv)    For employees represented by Local 751:

IATSE National Health Fund: 12%  
Local 751 Pension:            8.5%  
Local 751 Annuity:            12%  
IATSE Training Trust:          .5%

(v)    For employees represented by IATSE Local 764:

IATSE National Health Fund: 15.5%  
Local 764 Pension:            7%  
Local 764 Annuity:            10%  
IATSE Training Trust:          .5%

(vi)    For Employees represented by Local 798:

IATSE National Health Fund: 14%  
Local 798 Pension:            7.5%  
IATSE Annuity:                11%  
IATSE Training Trust:          .5%

(vii)   For employees represented by IATSE Local USA 829:

IATSE National Health Fund: 15.5%  
Local USA 829 Pension:       9.5%



IATSE Annuity: 7.5%

IATSE Training Trust: .5%

- b. The Union will certify to the Employer that the Funds are tax qualified employee benefit plans are in compliance with 29 U.S.C. § 186, operated in accordance with the Taft-Hartley Act and in general compliance with the fiduciary standards of ERISA.
- c. In addition to the mandatory, uniform employer contributions made under this section to the Annuity Funds for all eligible Employees, each such Employee may elect to defer part of his/her salary, subject to statutory limitations and the rules of the annuity fund. The Company will transmit those salary deferrals to the appropriate fund (IATSE National Annuity Fund, Local 764 401k, Local USA 829 401k) by the third week of each month following the end of the month in which the covered services were performed

The Employer agrees to remit employee salary deferrals to the Local 4 401(k), for each stagehand employee who has properly submitted a Deferred Salary Agreement Form. No Employer contributions will be made to the 401(k) Plan and the Employer shall not be deemed a sponsor of the plan.

- d. In order to effectuate the contributions the Funds as set forth above, the Employer agrees to bound by the Agreement and Declaration of Trust of each fund as amended.
- e. With respect to each of the funds described above, except for making contributions provided for in such Articles, the Employer assumes no obligation, financial or otherwise, to any person or entity arising out of the provisions of this Article.
- f. Once the contributions are remitted by the Employer to the respective Union Sponsored Fund, the disposition thereof shall be the sole and exclusive obligation and responsibility of each Fund and its Trustees.
- g. With respect to benefit contributions for Local 4 and Local 306 VIP Associates, there will be a quarterly "true-up" providing that the benefit contribution be consistent at overall percentage set forth in paragraph "a" above (starting at 30%). In the event that total payments were less than 30% (or the then applicable rate) in a given quarter for Local 4 or Local 306 VIP Associates, additional payments will be made to the applicable annuity fund the following quarter, and in the event that applicable total payments were more than required, the payments to the applicable annuity fund shall be reduced the following quarter to make up for this excess. This "true up" quarterly calculation shall always be done based on the contractual rate, not after adjustments made as a result of a prior month's excess or shortfall.

## ARTICLE X

## **IATSE TRAINING TRUST**

The Employer shall contribute to the IATSE Entertainment and Exhibition Industries Training Trust Fund during the term of this Agreement the amount of one half of one percent (0.5%), as indicated in Article IX sections (ii), (iii), (iv), (v) and (vi), of gross wages paid an employee covered under Article I, paragraphs b, c, d e, and f of this Collective Bargaining Agreement. All contributions to the Fund shall be payable no later than the fifteenth (15<sup>th</sup>) day of the month for the hours worked in the preceding month. All contributions shall be payable to the IATSE Entertainment and Exhibition Industries Training Trust Fund, and sent to 10045 Riverside Drive, Toluca Lake, CA 91602, along with a list of all covered employees and the total gross wages paid to each employee in the reported month. Employer agrees to be signatory to the IATSE Entertainment and Exhibition Industries Training Trust Fund, established June 22, 2011 ("Trust Agreement"), and to abide by and be bound by its terms and conditions, and any amendments thereto, and all policies and procedures of the Fund, including Collection of Contributions Payable by Employers, as related to the contributions due as per the above referenced collective bargaining agreement.

## **ARTICLE XI** **LOCAL 4 CRAFT DEVELOPMENT CORP**

The Employer shall contribute to the Local 4 Craft Development Fund during the term of this Agreement the amount of one half of one percent (0.5%), as indicated in Article IX section (i) of gross wages paid employees covered under Article I paragraph a. All contributions to the Fund shall be payable no later than the fifteenth (15<sup>th</sup>) day of the month for the hours worked in the preceding month. All contributions shall be payable to the Local 4 Craft Development Corp., a 501(c)3 non-profit, and sent to 2917 Glenwood Rd, Brooklyn, NY 11210-2631

## **ARTICLE XII** **HOLIDAYS**

- a. The Employer will observe the following eleven (11) holidays: New Years Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day Thanksgiving Day, Christmas Eve, Christmas Day, and New Years Eve.
- b. All work on the following holidays will be paid at double (2x) time the employee's basic applicable rate for non-sports events; Independence Day, Thanksgiving and Christmas. All work on the preceding three holidays for sports events and all other holidays will be paid at time and one half (1.5x) the employee's basic applicable rate.

## **ARTICLE XIII** **MISCELLANEOUS CONDITIONS**



- a. Any equipment, such as sewing machines, irons, steamers, ironing boards and sewing supplies will be paid for by the Employer at the minimum rate of \$50.00 per day. Make-up and hair kits will be paid for by the Employer at the minimum rate of \$100.00 per day.
- b. When no union supervisor or assistant supervisor is traveling with an attraction appearing at the Arena, and additional staff is needed, the minimum wardrobe crew shall consist of one Head Wardrobe employee.
- c. For each day a Scenic Artist is required by the Employer to furnish his or her own equipment, the Employer will pay a negotiated sum as an equipment allowance. The Employer will reimburse the Charge Scenic Artist for all materials, tools, and brushes purchased by the Charge Scenic Artist.

#### **ARTICLE XIV**

#### **DISCIPLINE AND DISCHARGE**

- a. The Employer maintains the right to make and modify reasonable work and conduct rules and require their observance.
- b. Employees may be terminated by the Employer by sending a "No Dispatch Letter" to the Union for serious or repeated infractions of the Employer's rules. In addition, Employees may be disciplined, up to and including suspension of duties, wherein the Employer shall send a "Notice of Discipline Letter" to the Union for infraction of the Employer's rules.
- c. The Union agrees that the issuance of "No Dispatch" and "Notice of Discipline" letter is a management decision; however no employee shall be disciplined or discharged without just cause. Before issuance of a letter involving suspension or discharge, the Employer will notify the employee and the union of its preliminary decision to suspend or discharge the employee. The parties will make a good faith effort to meet within fourteen (14) days after such notification has been given.
- d. Before any disciplinary investigation interview of a bargaining unit member begins, the Employer will in good faith endeavor to inform the local Union's designated representative of the subject of such investigation and to provide the local Union's designated representative sufficient notice to allow the representative's attendance at any investigatory interviews of the bargaining unit member who is the subject of such investigation (or at any investigatory interviews of bargaining unit witnesses in such investigation). Provided that Management has endeavored in good faith to so notify the Union in accordance with the immediately foregoing sentence, Management's failure to



provide any such notice shall not be grounds for the Union to challenge any discipline issued by the Employer.

## **ARTICLE XV**

### **NON-DISCRIMINATION**

Neither the Employer nor the Union shall in any manner discriminate against any employee or applicant for employment by reason of race, color, national origin, ancestry, genetics, religion, disability subject to reasonable accommodation, alienage or citizenship status, marital status, creed, height or weight, veteran's status, gender, sex, gender identity or gender expression, sexual orientation, or union membership.

## **ARTICLE XVI**

### **LABOR MANAGEMENT COMMITTEE**

A Labor/Management Committee shall be established for the purposes of anticipating and resolving disputes over the interpretation and application of this Agreement, including jurisdictional issues. The Committee shall be comprised of designated representatives of the International, the Local Unions and the Employer. The Committee shall meet upon request of the Employer or the Union at a mutually convenient time. Within ten (10) days of the meeting, or as early as is practical, each side shall notify the other of the issues it wishes to discuss.

## **ARTICLE XVII**

### **GRIEVANCE AND ARBITRATION**

- a. Except as specifically provided in this Agreement, a grievance shall be defined as a dispute or complaint on the part of the Union or Employer pertaining to an alleged breach of a specific provision of this Agreement and shall be processed and disposed of in the following manner:

Step 1: Within 180 days of the occurrence giving rise to the alleged grievance or when the grieving party became aware of the occurrence, the matter will be reduced to writing by the complaining party (Union or Employer), and be presented to the other party's Step 1 designee. The written grievance at this Step shall specify the facts, the specific provision of the contract alleged to be violated, and the relief requested. The responding party shall answer a grievance so presented in Step 1 in writing within ten (10) business days after its presentation.

Step 2: If the grievance is not settled in Step 1, the grievance may, within fifteen (15) business days after the answer in Step 1, be presented in Step 2. All grievances at Step 2 shall be presented by or responded to, as the case may be, by the Union through the General Office of the IATSE and by the Employer through the Vice President of Operations. A grievance shall be presented at this step in writing to the responding party designee; and he or she shall render a decision within ten (10) business days after meeting with the complaining party's representatives.

- b. Anything herein to the contrary notwithstanding, a grievance brought by the Union concerning a discharge may be presented initially at Step 2 in the first instance, within the time limit specified in Step 1, above.
- c. A grievance, as defined in the Grievance Procedure provision, which has not been resolved there under may within under may, within ten (10) business days after completion of Step 2 of the Grievance Procedure, be referred for arbitration by the Union or the Employer (employees shall have no independent right to arbitration) to an arbitrator selected in accordance with the Labor Arbitration Rules of the American Arbitration Association.
- d. The fees and expenses of the arbitrator shall be borne equally by the parties.
- e. The award of an arbitrator hereunder shall be final, conclusive and binding upon the Employer, the Union and the employees.
- f. The arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in section 18.1 of this Grievance Procedure and he or she shall have no power to add to, subtract from, or modify in any way any of the terms of this Agreement.
- g. The term "business day" as used in this Article shall be deemed to be exclusive of Saturdays, Sundays, and holidays recognized in this Agreement.
- h. The parties recognize that any of the time limits specified above may be extended by mutual written consent, signed by both parties.
- i. The parties agree that they will file and process grievances in a timely manner.

**ARTICLE XVIII**  
**IATSE PAC FUND**

- a. The Employer agrees to deduct from each employee's gross wages at each payroll period such voluntary contributions to the IATSE Political Action Committee as the employee has authorized in writing to be deducted.
- b. The IATSE will indemnify and hold harmless the Employer for any claims relating to its compliance with this provision authorizing check-off to the IATSE Political Action Committee.

**ARTICLE XIX**  
**NO STRIKE/LOCKOUT**

- a. During this agreement the Union agrees not to strike and the Employer agrees there shall be no lockouts.



- b. It shall not be a breach of this Agreement, and it shall not be a case for discharge or disciplinary action, if any employee covered by this Agreement refuses to cross any lawful primary picket line.

## **ARTICLE XX**

### **UNION ACCESS**

The Employer agrees to allow a representative of the Local Unions and a representative of the International Union access to the Employer's facility with advance notice for the purpose of observing or investigating working conditions. Such visit shall be done with a minimum interference to production and other work and functions of Management. Advance notice shall not be required in the case of an emergency.

## **ARTICLE XXI**

### **UNION STEWARD**

Each Union will be entitled to designate one Job Steward on every work call. The Job Steward shall be a working employee at all times, provided the Employer agrees to accommodate reasonable requests for time to perform representational duties.

## **ARTICLE XXII**

### **COMMERCIAL MEDIA**

When the facility is used for the purpose of filming, audio and/or video recording, telecasting and/or streaming for commercial end use all employees referred to in Article I, paragraphs a, b, c and d employed on the performance call being recorded for film/broadcast/audio/streaming will receive a flat fee of \$350.00. Excluded from the provisions of this section are: (1) performances that are filmed, taped, broadcast or photographed for the use of any news-gathering organization; for any mutually agreed upon non-profit purpose; for any news or news feature purpose; for any on-site radio station appearances or radio station broadcasts; or for advertising or promotional purposes, either for that performance/show if less than a ten (10) minute segment or for the facility; and (2) sporting events.

## **ARTICLE XXIII**

### **HEALTH AND SAFETY**

- a. The Employer shall provide a safe and healthy environment for the performance or work and shall operate its facilities consistent with all federal and state health and safety regulations. The Employer shall not discriminate or retaliate against any employee who fails or refuses to work due to an unsafe or unhealthy working condition. A joint Management and Union safety committee shall be formed to review safety conditions, including but not limited to fall arrest systems, in the workplace as needed.
- b. The Employer and the Union recognize the importance of maintaining a safe and healthy environment for workers and guests of the Arena. Should an unsafe condition occur during an event, the condition should immediately be reported to an onsite management



representative who shall make any adjustments that in his judgment require immediate attention.

- c. The Union agrees that any Employee referred by the Union to perform job functions as the Lead Rigger or any call be certified through the Entertainment Technician Certification Program (ETCP). The Union further agrees that any Employee referred by the Union to perform job functions as the Head Electrician on any call shall be certified through ECTP or shall otherwise be a licensed electrician. The parties agree to meet to discuss the funding of such training.
- d. In the event that circumstances require in the future, the parties, at the Employer's request, will meet and discuss the possibility of implementing a post-accident drug testing process.
- e. The Arena's air quality control systems for any and all spaces where employees covered under this agreement are working, shall be inspected by the Employer or its designee. The Union may request information regarding the Arena's air quality control systems (other than specific testing results) and the Employer shall not unreasonably deny any such request.
- f. The Employer may require employees to receive a COVID-19 vaccine(s), provided that the Employer has first provided the Union with reasonable advance notice and conferred with the Union regarding how such requirement shall be implemented and provided further that the Employer otherwise complies with applicable law in implementing such requirement.

#### **ARTICLE XXIV** **SICK LEAVE**

- a. The parties agree that on an annual basis the benefits provided employees under this Agreement are comparable or better than those provided under the N.Y.C. Earned Sick Time Act, N.Y.C. Admin. Code §20-991 *et seq.* Therefore, the provisions of the Act are hereby waived.
- b. **Sick Leave Paid.** The parties shall calculate the aggregate amount of paid sick leave paid to employees represented by each individual local union under the New York State Paid Sick Leave Law, N.Y. Labor Law § 196-b, during each calendar year, commencing with calendar year 2022 ("Sick Leave Paid").
- c. **Sick Leave Percentage.** The parties shall determine Sick Leave Paid as a percentage of gross payroll (i.e., excluding benefit contributions) paid during the applicable calendar year to the employees represented by the applicable individual local union (e.g., if (x) gross payroll paid during a calendar year to employees represented by an individual local union is \$1,000,000 and (y) Sick Leave Paid for such calendar year to such employees is

\$100,000, then such percentage is 1%). Such percentage shall be referred to hereinafter as the "Sick Leave Percentage".

- d. **Benefit Contribution Amount.** Applicable to each full contract year (i.e., April 1 through March 31) during the Term, the Employer shall deduct the Sick Leave Percentage for each individual local union for each calendar year from 33%. Such result (i.e., 33% less the Sick Leave Percentage) shall be the total benefit percentage to be paid by the Employer to the applicable individual local union for the contract year immediately following the calendar year to which such Sick Leave Percentage applies. Prior to each contract year, each individual local union shall advise the Employer which benefit fund such deduction shall be applied to.
- e. **True-Up.** Following the conclusion of each contract year during the Term, the parties shall calculate (a) the total amount, in dollars, of the Sick Leave Percentage for such contract year for each individual local union (the "Sick Leave Percentage Amount"), and (b) the difference, if any, between such Sick Leave Percentage Amount and the Sick Leave Paid during the calendar year immediately preceding such contract year. If:
  - i. the Sick Leave Percentage Amount for a contract year is *greater than* the Sick Leave Paid for the calendar year immediately preceding such contract year, *then* such difference shall be subtracted from the Sick Leave Paid applicable to the next contract year for purposes of determining the Sick Leave Percentage applicable to such contract year; and
  - ii. the Sick Leave Percentage Amount for a contract year is *less than* the Sick Leave Paid for the calendar year immediately preceding such contract year, then such difference shall be added to the Sick Leave Paid applicable to the next contract year for purposes of determining the Sick Leave Percentage applicable to such contract year.

E.g., if (x) the Sick Leave Percentage Amount for the contract year beginning April 1, 2023 is \$100,000, and (y) the Sick Leave Paid for calendar year 2022 is \$150,000, then (z) \$50,000 shall be added to the Sick Leave Paid applicable to the contract year beginning April 1, 2024 for purposes of determining the Sick Leave Percentage for such contract year.

- f. **2024.** The parties agree that, applicable to Sick Leave Paid for calendar year 2024, in the successor collective bargaining agreement to become effective following the term hereof, the Employer shall be "made-whole", via a process similar to the one described herein or otherwise, such that the benefits to be paid under such successor agreement are reduced by the Sick Leave Paid for calendar year 2024.
- g. **Cap and Carry-Over.** The parties agree that employees shall accrue paid sick leave as set forth in the New York State Paid Sick Leave Law, N.Y. Labor Law § 196-b (the "Sick Leave Law"), on a calendar year basis up to 56 hours per calendar year. Paid sick leave accrued but unused during a calendar year may not be carried over to the next calendar year (and shall not be paid out). The parties acknowledge and agree that the benefits



provided under this agreement to employees are comparable to the benefits provided by the Sick Leave Law.

- h. **Notification.** The Employer shall, prior to the applicable contract year, (a) notify the Union of the Sick Leave Percentage and the total benefit percentage to be paid by the Employer to the applicable individual local union, and (b) provide the Union with underlying payroll information to the extent used by the Employer to calculate the immediately foregoing in paragraph h(a).

**ARTICLE XXV**  
**FORCE MAJEURE**

The provisions of this Agreement shall not be applicable and any call may be cancelled without notice or payment in the event of fire, riot, power failure, Act of God, epidemic, pandemic, war, Declaration of Emergency by civil authorities or the inability of an artist or team to perform caused by one of these reasons.

**ARTICLE XXVI**  
**TERM**

This Agreement is to be in force and binding from July 1, 2021 through March 31, 2025.

**IN WITNESS WHEREOF**, the parties have caused their names to be signed on this \_\_\_\_\_ day of December, 2021.

**AEG MANAGEMENT BROOKLYN, LLC**

**INTERNATIONAL ALLIANCE OF  
THEATRICAL STAGE EMPLOYEES,  
MOVING PICTURE TECHNICIANS,  
ARTISTS AND ALLIED CRAFTS**

By: ADINA ERWIN 

By:   
Matthew D. Loeb

Date: 1/5/2022

Date: January 14, 2022



**APPENDIX A**  
**RATES OF PAY EFFECTIVE 7/1/2021**

Stagehands Local 4

	<u>Per Hour</u>	<u>Performance</u>
• Foreman:	\$57.63	\$288.07
• Department Heads: (Carpentry, Electrics, Audio, Props)	\$54.01	\$270.09
• Head Rigger:	\$55.21	\$276.06
• Riggers:	\$51.62	\$258.07
• Certified Techs: (Board Ops, licensed or certified, etc)	\$46.82	\$234.07
• Fork Lift Operators	\$46.82	\$234.07
• Stagehands:	\$45.73	\$228.06
• Truss Spotlight Operator \$1.25/hr premium		

Wardrobe Local 764

• Head Wardrobe:	\$42.52
• Dresser:	\$38.97

Scenic Artists USA 829

• Head Scenic Artist:	\$66.09
• Journey Scenic Artists:	\$54.31
• Shop Person:	\$33.61

Make-Up Artists/Hair Stylists Local 798

• Head:	\$44.31
• Assistant:	\$40.61

Treasurers and Ticket Sellers Local 751

• Coordinator:	\$ hourly rate per individual negotiation
• Box Office Lead:	\$27.62
• Ticket Seller (full time):	\$24.01
• Ticket Seller (5 years' experience):	\$24.01
• Per Diem:	\$20.75 - \$24.01 (increasing \$0.82 every 90 4-hour shifts worked)

VIP Associates Local 306

• Head VIP Associate:	\$21.54
• VIP Associate:	\$17.50 - \$19.81 (increasing \$0.39 every 90 4-hour shifts worked)

Audio/Visual Technicians Local 306

• Certified Tech:	\$46.82
• A/V Tech:	\$45.73

## RATES OF PAY EFFECTIVE 4/1/2022

### Stagehands Local 4

	<u>Per Hour</u>	<u>Performance</u>
• Foreman:	\$58.78	\$293.83
• Department Heads: (Carpentry, Electrics, Audio, Props)	\$55.09	\$275.49
• Head Rigger:	\$56.31	\$281.58
• Riggers:	\$52.65	\$263.23
• Certified Techs: (Board Ops, licensed or certified, etc)	\$47.76	\$238.75
• Fork Lift Operators	\$47.76	\$238.75
• Stagehands:	\$46.64	\$232.62
• Truss Spotlight Operator \$2.00/hr premium		

### Wardrobe Local 764

• Head Wardrobe:	\$45.37
• Dresser:	\$40.75

### Scenic Artists USA 829

• Head Scenic Artist:	\$67.41
• Journey Scenic Artists:	\$55.40
• Shop Person:	\$34.28

### Make-Up Artists/Hair Stylists Local 798

• Head:	\$47.20
• Assistant:	\$42.42

### Treasurers and Ticket Sellers Local 751

• Coordinator:	\$ hourly rate per individual negotiation
• Box Office Lead:	\$28.17
• Ticket Seller (full time):	\$24.49
• Ticket Seller (5 years' experience):	\$24.49
• Per Diem:	\$21.17 - \$24.49 (increasing \$0.83 every 75 4-hour shifts worked)

### VIP Associates Local 306

• Head VIP Associate:	\$21.97
• VIP Associate:	\$17.85 - \$20.21 (increasing \$0.39 every 75 4-hour shifts worked)

### Audio/Visual Technicians Local 306

• Department Head:	\$50.00
• Certified Tech:	\$47.76
• A/V Tech:	\$46.64

## RATES OF PAY EFFECTIVE 4/1/2023

### Stagehands Local 4

	<u>Per Hour</u>	<u>Performance</u>
• Foreman:	\$60.25	\$301.18
• Department Heads: (Carpentry, Electrics, Audio, Props)	\$56.47	\$282.38
• Head Rigger:	\$57.72	\$288.62
• Riggers:	\$53.97	\$269.81
• Certified Techs: (Board Ops, licensed or certified, etc)	\$48.95	\$244.72
• Fork Lift Operators	\$48.95	\$244.72
• Stagehands:	\$47.81	\$238.44
• Truss Spotlight Operator \$2.50/hr premium		

### Wardrobe Local 764

• Head Wardrobe:	\$48.50
• Dresser:	\$42.77

### Scenic Artists USA 829

• Head Scenic Artist:	\$69.10
• Journey Scenic Artists:	\$56.78
• Shop Person:	\$35.14

### Make-Up Artists/Hair Stylists Local 798

• Head:	\$50.38
• Assistant:	\$44.48

### Treasurers and Ticket Sellers Local 751

• Coordinator:	\$ hourly rate per individual negotiation
• Box Office Lead:	\$28.88
• Ticket Seller (full time):	\$25.10
• Ticket Seller (5 years' experience):	\$25.10
• Per Diem:	\$21.69 - \$25.10 (increasing \$0.85 every 75 4-hour shifts worked)

### VIP Associates Local 306

• Head VIP Associate:	\$22.52
• VIP Associate:	\$18.30 - \$20.71 (increasing \$0.40 every 75 4-hour shifts worked)

### Audio/Visual Technicians Local 306

• Department Head:	\$51.25
• Certified Tech:	\$48.95
• A/V Tech:	\$47.81



## RATES OF PAY EFFECTIVE 4/1/2024

### Stagehands Local 4

	<u>Per Hour</u>	<u>Performance</u>
• Foreman:	\$62.06	\$310.21
• Department Heads: (Carpentry, Electrics, Audio, Props)	\$58.16	\$290.85
• Head Rigger:	\$59.45	\$297.28
• Riggers:	\$55.59	\$277.91
• Certified Techs: (Board Ops, licensed or certified, etc)	\$50.42	\$252.06
• Fork Lift Operators	\$50.42	\$252.06
• Stagehands:	\$49.25	\$245.59
• Truss Spotlight Operator \$3.00/hr premium		

### Wardrobe Local 764

• Head Wardrobe:	\$51.96
• Dresser:	\$45.05

### Scenic Artists USA 829

• Head Scenic Artist:	\$71.17
• Journey Scenic Artists:	\$58.48
• Shop Person:	\$36.19

### Make-Up Artists/Hair Stylists Local 798

• Head:	\$53.89
• Assistant:	\$46.82

### Treasurers and Ticket Sellers Local 751

• Coordinator:	\$ hourly rate per individual negotiation
• Box Office Lead:	\$29.74
• Ticket Seller (full time):	\$25.86
• Ticket Seller (5 years' experience):	\$25.86
• Per Diem:	\$22.34 - \$25.86 (increasing \$0.88 every 75 4-hour shifts worked)

### VIP Associates Local 306

• Head VIP Associate:	\$23.20
• VIP Associate:	\$18.85 - \$21.33 (increasing \$0.41 every 75 4-hour shifts worked)

### Audio/Visual Technicians Local 306

• Department Head:	\$52.79
• Certified Tech:	\$50.42
• A/V Tech:	\$49.25